#### SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

## L.1 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): http://www.arnet.gov.

<u>PROVISION</u>	TITLE	<b>DATE</b>
52.204-6	DATA UNIVERSAL NUMBERING SYSTEMS (DUNS) NUMBER	(OCT 2003)
52.215-1	INSTRUCTIONS TO OFFERORSCOMPETITIVE ACQUISITION	(JAN 2004)

## L.2 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price (FFP) contract resulting from this solicitation. In addition, the contract will establish in Section B, Indefinite Delivery, Indefinite Quantity and Not-to-Exceed Contract Line Items for select requirements.

(End of provision)

# L.3 STANDARD COMPETITION UNDER OMB CIRCULAR NO. A-76 (REVISED MAY 29, 2003)

This procurement is being conducted as a Standard Competition, with no OMB requested deviations, under OMB Circular No. A-76 (Revised), dated May 29, 2003. An evaluation of all offers (private offers and agency or public reimbursable tenders) will be made concurrently, leading to the establishment of either the award of a contract to a Private Sector source, a fee-for-service agreement with a Public Reimbursable source, or a letter of obligation with an official responsible for the performance to the Most Efficient Organization (MEO).

## L.4 FAR 52.219-24 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM—TARGETS (OCT 2000)

This provision is not applicable to the Government MEO.

(a) This solicitation contains a source selection sub factor related to the participation of small disadvantaged business (SDB) concerns in the contract. Credit under that evaluation sub factor is not available to a SDB concern that qualifies for a price evaluation adjustment under the clause

#### SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, unless the SDB concern specifically waives the price evaluation adjustment.

(b) In order to receive credit under the source selection sub factor, the Service Provider (SP) must provide, with its offer, targets, expressed as dollars and percentages of total contract value, for SDB participation in any of the North American Industry Classification System (NAICS) Industry sub sectors as determined by the Department of Commerce. The targets may provide for participation by a prime SP, joint venture partner, teaming arrangement member, or sub SP; however, the targets for sub SPs must be listed separately.

## L.5 PROPOSAL SUBMISSION REQUIREMENTS

(a) GENERAL. The SP's proposal shall consist of the following:

Volume I - Business Proposal

Cover Letter

**Executive Summary** 

Comprehensive Table of Contents (Inclusive of All Volumes)

Part 1- SF 33

Part 2 - Representations and Certifications (Section K)

Part 3 - Small and Disadvantaged Business Participation Plan

Part 4 - Summary Sheet for Cumulative Target NAICS SDB (Attachment J-2)

Part 5 - Prior Three Years SF 294 and SF 295 Subcontracting Plan Reports

Part 6 - Treasury Mentor-Protégé Agreements (if applicable)

#### Volume II - Technical Proposal

Table of Contents

Part 1 - Executive Summary

Part 2 - Compliance Matrix (Attachment J-5)

Part 3 - Technical Approach

Part 4 - Management Approach

Volume III - Present and Past Performance Information (Attachment J-4)

#### Volume IV - Price Proposal

Table of Contents

Part 1 - Compliance Matrix (Attachment J-5)

Part 2 - Completed SF 33 and Pricing Tables

Part 3 - Summary Descriptions and Narrative

Part 4 - Pricing Information and Supporting Data

## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

#### Part 5 - Certified Financial Statements

The SP shall submit to the Contracting Officer its proposal or tender in the volumes, number of copies, and number of pages stated in paragraph (b)(1) below. There shall be one comprehensive table of contents that reflects each volume, part, and section. Tables of contents and blank section dividers shall not be included in the page limitations cited for each section. In addition to the "paper" proposal, an electronic version is also required on a Compact Disk (CD). Offerors shall exercise great caution to assure that all disks submitted in response to this section shall be free of any computer viruses. If a disk is found to contain a virus the entire offer may be rejected.

Preferred file formats are as follows:

Text files (including charts, diagrams, and the like): Microsoft products (e.g., Microsoft Word 2002) or Adobe Acrobat 6.0 file format. Spreadsheet files: Microsoft Excel 2002.

"Pre-printed materials such as company annual reports submitted with Volume IV, Price Proposal and Financial Information need not be submitted in electronic format.

- (1) Any data previously submitted in response to another solicitation will be assumed unavailable to the Contracting Officer; and this data must not be incorporated into the technical proposal by reference.
- (2) Proposals must be legible, single spaced, typewritten, in a font size no smaller than what is equivalent to Times New Roman Font 12, with at least a one-inch margin on all sides of the printed page on paper not larger than eight and a half by eleven inches (8 1/2" X 11") and not to exceed the page limits established herein. Pages in excess of the individual limitations shall not be evaluated and will be returned to the SP. Each chart, diagram, and matrix that is larger than 8 1/2" X 11" shall be provided in fold out format so that the Government can read and evaluate them without the removal from the proposal binder. A fold-out with two pages will be counted as two 8 1/2" x 11" pages. Double-sided pages with print on both sides shall be counted as two pages. All pages must be numbered in sequential order of the respective volume. In order to reduce redundancy in the proposal, the SP may reference another section in the proposal within a volume rather than duplicate the information in more than one location; however, consistency in the logical flow of the subject matter must be maintained. Where use of sub-SP is proposed, the proposal shall clearly distinguish between the prime SP's and the sub-SP's work and responsibilities.
- (3) The SP's proposal shall be in two separately sealed packages and be clearly marked with the solicitation number. The first sealed package shall contain the cover letter and Volumes I, II and III and be clearly labeled as "Cover Letter and Volumes I, II, and III." The second sealed package shall contain the Price Proposal, Volume IV and be clearly labeled as "Volume IV, Price Proposal."

"Pre-printed materials such as company annual reports submitted with Volume IV, Price Proposal and Financial Information need not be submitted in electronic format.

## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

(4) If the SP submits proposal revisions, during or after discussions, any change pages that are submitted shall be a different color font than the original proposed pages, and have changed information clearly marked by a vertical line in the right margin of the page.

(b)(1) Prospective SPs shall submit a cover letter and the following volumes of material:

Volume Number	Parts	Volume Title	Number of Copies	No. of Digital Copies	Maximum Number of Pages
Ι		Business Proposal **	1 Original + 4 copies	1	
		Cover Letter	1 Original+ 4 copies	1	2
		Executive Summary	1 Original + 4 copies	1	10
		Comprehensive Table of Contents (Inclusive of All Volumes)			
	1	SF33 **			1
	2	Representations and Certifications (Section K – filled in) **			No Limit
	3	Small and Disadvantaged Business Participation Plan **			No Limit
	4	Summary Sheet for Cumulative Target NAICS SDB By Category forms (Attachment J-2)			
	5	Prior Three Years SF 294 and SF 295 Subcontracting Plan Reports			
	6	Treasury Mentor-Protégé Agreements (if applicable)			
II		Technical Proposal	1 Original + 7 copies	1	
		Table of Contents			Not included in page limit
	1	Executive Summary			10 pages
	2	Compliance Matrix			Not included in 300 page limit
	3	Technical Approach			150

## TIRNO-05-R-00001

## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

Volume Number	Parts	Volume Title	Number of Copies	No. of Digital	Maximum Number of
				Copies	Pages
		Section 1 – Overall Technical			
		Approach			
		Section 2 – Warehouse Services			
		Section 3 – Transportation			
		Services			
		Section 4 – Repair Services			
		Section 5 – Other Logistics			
		Services			
		Section 6 – Warehouse and			
		Transportation Management			
		System			
	4	Management Approach			150
		Section 1 – Staffing Plan			
		Section 2 – Quality Control Plan			
		Section 3 – Phase-In Plan			
		Section 4 – Strike Contingency			
		Plan **			
		Section 5 – Subcontractor			
		Management Plan			
		Section 6 – Physical Security			
		Plan			
		Section 7 – Safety Program Plan			
		Section 8 – Continuity of			
		Operations Plan (COOP)			
		Section 9 – Government			
		Furnished Property (GFP) Plan			
III		Present and Past Performance	1 Original		No Limit
		Information; Representations	+ 2 copies		
		and Certifications**			
IV		Price Proposal	1 Original	1	No Limit
			+ 2 copies		
		Table of Contents			
	1	Compliance Matrix			
	2	Completed SF 33 and Section B			
		Pricing Tables (MEO to include			
		COMPARE generated Price			
		Estimate)			
	3	Summary Descriptions and			
		Narrative			
	4	Pricing Information and			
		Supporting Data			

#### SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

Volume	Parts	Volume Title	Number	No. of	Maximum
Number			of Copies	Digital	Number of
			_	Copies	Pages
	5	Certified Financial Statements**			

Note 1 – Items marked with \*\* are not required for submission by Government MEO.

- (b)(2) The agency tender shall follow the general format shown above, but is not required to include the following:
  - (a) SF-33;
  - (b) Representations and Certifications;
  - (c) Small and Disadvantaged Business Participation Plan;
  - (d) Strike Contingency Plan;
  - (e) Past Performance Information;
  - (f) Certified Financial Statements; and
  - (g) Licensing or other certifications.
- (b)(3) In addition to the requirements of the solicitation, the agency tender shall include the following:
  - a. A MEO
- b. Certified agency cost estimate developed in accordance with Attachment C of the OMB Circular (the agency's cost proposal)
  - c. Quality Control Plan
  - d. Phase-In Plan
- e. Copies of any existing awarded MEO subcontracts (with the private sector provider's proprietary information redacted).

#### L.6 OFFER ACCEPTANCE PERIOD

The Offeror's acceptance period shall be no less than 10 months days from the date specified for receipt of offers, unless another date is specified in an addendum to the solicitation.

#### L.7 PROPOSAL SUBMISSION INSTRUCTION

It is important that the offer is sealed and the outer envelope or wrapping of the offer is addressed as follows:

FROM: Offeror's Return Address

TO: Internal Revenue Service

Pamela T. Lee, Contracting Officer

Constellation Centre, Suite 500 (OS:A:P:C:B)

6009 Oxon Hill Road

Oxon Hill, MD 20745

## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

SOLICITATION NO.: TIRNO-05-R-00001, LOGISTICS SERVICES

DATE: WEDNESDAY, JANUARY 5, 2006

TIME: 11:00 AM (OXON HILL, MD LOCAL TIME)

(NOTE: Failure to so mark the outer cover could be the cause of the offer being misdirected and received too late at the required destination.)Offers sent through the U. S. Mail (including U. S. Postal Service Express Mail Next Day Service - Post Office to Addressee) must be addressed to the place specified in Standard Form 33, Block 7. All hand-carried offers including those made by private delivery services (e.g., Federal Express and Airborne Express) must be delivered to the office cited in Standard Form 33, Block 7. Hand-carried offers must be delivered to the above office by the time and date specified in Standard Form 33, Block 9. IRS personnel are not available to receive hand-carried offers except during normal working hours, 8:00 AM - 4:30 PM, Monday through Friday, receipt will be considered LATE. The burden of timely receipt is upon the Offeror.

## L.8 BUSINESS PROPOSAL (Volume I)

#### L.8.1 COVER LETTER AND EXECUTIVE SUMMARY

The SP's proposal shall be submitted with a cover letter, signed by a SP official with authority to bind the organization. The cover letter shall state that the SP offer, as contained in the proposal, will remain valid for a period of 10 months.

The SP's proposal shall also include an executive summary. The summary shall be a brief overview of the SP's responses to the RFP, identifying the main features and benefits of the written proposal.

The Business Proposal shall be comprised of Part 1, a fully completed SF 33 (Solicitation, Offer, and Award), signed by a SP official with authority to bind the organization; Part 2, the completed Representations and Certifications provided in Section K of the solicitation; and, Part 3, Small and Disadvantaged Business Participation Plan as well as the Summary Sheet for Cumulative Target for SDB; Prior Three Years SF 294 and SF 295 Subcontracting Plan Reports, and Treasury Mentor-Protégé Agreements (if applicable).

#### L.8.2 TABLE OF CONTENTS

A comprehensive Table of Contents shall be provided for the entire proposal. In addition, each volume shall include a table of contents. The Table of Contents shall be hyperlinked to the associated section in the volume. Tables of contents and blank section dividers shall not be included in the page limitations cited for each volume.

## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

#### L.8.3 SUBCONTRACTING PLAN

As part of its offer the SP (other than small businesses and the MEO) shall submit a proposed small business subcontracting plan, as prescribed in FAR 52.219-9, describing its plan to use small, HUBZone, small-disadvantaged, woman-owned small, veteran-owned small, and service-disabled veteran-owned small businesses on this contract effort. In addition, though not prescribed in FAR 52-219-9, the SP (other than small businesses and the MEO) shall include its plan to use NISH organizations on this contract effort. The plan shall include copies of the SP's most recent SF 294 and SF 295 subcontract reports. The subcontracting plan must be accepted by the Government prior to award, and shall be made part of any resultant contract.

# L.8.4 DTAR 1052.219-73 DEPARTMENT OF THE TREASURY MENTOR-PROTÉGÉ PROGRAM (JANUARY 2000)

Large and small businesses are encouraged to participate in the Department of the Treasury Mentor-Protégé Program. Mentor firms provide small business protégés with developmental assistance to enhance their business capabilities and ability to obtain federal contracts. Mentor firms are large prime contractors or eligible small businesses capable of providing developmental assistance. Protégé firms are small businesses, as defined in 13 CFR 121, 124, and 126.

Developmental assistance is technical, managerial, financial, and other mutually beneficial assistance to aid protégés. Contractors interested in participating in the Program are encouraged to contact the Department of the Treasury OSBD or the Bureau of the OSBD for further information.

(End of provision)

#### L.9 TECHNICAL PROPOSAL (Volume II)

The Technical Proposal shall, at a minimum, be prepared in a format consistent with the evaluation criteria for contract award as specified in Section M of this solicitation. This volume shall contain sufficient detail to enable the Government to thoroughly evaluate the offeror's technical competence and ability to comply with the PWS performance standards as well as to clearly and fully demonstrate that the offeror has a thorough understanding of the requirements. The offeror shall specifically address the actual methodology and approach proposed to accomplish the tasks associated with the evaluation criteria. The Technical Proposal shall be a stand-alone document containing all information necessary for the Government to perform a complete evaluation. In evaluating the technical proposal, the Government will consider only information contained in this volume. Information contained in any other volume submitted under this solicitation or in other documents will not be considered. Note that anytime the term "PWS" is used in this section, it includes all interrelated RFP provisions, clauses and attachments.

#### SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

Offeror statements consisting solely of comments such as, the offeror understands, can, or will comply with the PWS (including referenced IRS publications, technical data, etc.); statements paraphrasing the PWS or parts thereof (including applicable IRS publications, technical data, etc.); and, phrases such as "standard procedures will be employed" or "well-known techniques will be used," etc., will be considered insufficient.

The Technical Proposal volume shall include the following sections in addition to the comprehensive table of contents discussed in paragraph L.5 above:

## L.9.1 Executive Summary (Volume II, Part 1)

The Executive Summary shall provide a synopsis of the SP's proposal, highlighting salient features and strengths. The Executive Summary shall contain the SP's overall understanding of the IRS Logistics Services requirement, an introduction of the SP, any teamed subcontractors, the management team that will manage this effort, a discussion of the SP's proposed approach to accomplishment of the requirements, and a statement of corporate commitment. If the proposal is comprised of a teaming arrangement, the SP shall provide a summary of each team member/subcontractor, including company name, address, point of contact and phone number, and a description of the services the team member/subcontractor will perform under the contract.

#### L.9.2 Compliance Matrix (Volume II, Part 2)

The technical proposal shall include a Compliance Matrix, mapping the requirements of Section C to the SP's proposal. The SP's technical proposal shall contain a compliance matrix with the column "INDEX TO PROPOSAL" completed by inserting the identification of the location in the SP's proposal identifying where the SP has addressed the associated solicitation requirement. The compliance matrix shall not count in the total page count of the Technical Proposal.

## L.9.3 Technical Approach (Volume II, Part 3)

The SP shall demonstrate an understanding of the technical requirements. Each offer shall provide a thorough overview of the offeror's approach and detailed present/ past experience activities directly related to providing warehouse, transportation, repair services, other logistics services, and a warehouse and transportation management system.

The following sections are to be included in Volume II, Part 3 of the proposal, in the order indicated:

- Overall Technical Approach
- Warehouse Services
- Transportation Services
- Repair Services
- Other Logistics Services
- Warehouse and Transportation Management System

## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

**Section 1 - Overall Technical Approach:** The SP shall provide a summary of its understanding of concepts and processes for warehousing and transportation operations, repair services, and other logistics services set forth in Section C. The SP shall also describe the approach to be followed by its employees in performing all work defined in Section C, including how the requirements and tasks will be performed, managed, and documented. The SP shall describe how the approach will ensure proper completion of all assigned tasks that are of high quality using efficient operations. Specifically, offerors shall:

Describe present/past experience managing similar or greater PWS workload requirements, diverse customer base, and varied geographic locations.

Describe technical solutions to manage PWS workload requirements and ensure the quality of deliverables, sufficient supplies, equipment and materials, and adaptability and flexibility of services to meet the IRS changing requirements.

Define an approach to successfully manage multiple requirements and processes for providing warehousing, transportation, repair services, a fully automated management system, and other logistics services.

Describe present/past experience that indicates dependable, quality, sustainable services were provided to the customer over five year period.

**Section 2 – Warehouse Services:** The SP shall provide a detailed description of how it will accomplish the warehouse services outlined in Section C.1.2. The proposals shall describe the activities, processes, and procedures the SP will employ. Specifically, offerors shall:

Describe past/present performance in managing and maintaining multiple warehouse operations and loading docks efficiently, to include activities related to the receipt, loading and unloading, preparation of property for storage or delivery, storage, rotation, and excessing.

Describe past/present performance for quality in inspecting, reporting, and tracking warehouse property.

Describe a compliment of storage techniques that will be used to protect items from damage and deterioration while in storage, and how property will be provided to customer safely, undamaged, clean, and in usable condition.

Describe the SP processes and procedures to track and report warehouse workload.

Describe the SP's processes, procedures, and the management of work orders to include the description of how the SP will address emergency service requests; how the SP will distribute work orders to SP staff; how the SP will open and close orders; how the SP will address customer questions and issues respecting work orders; and how SP will receive, control, report, track, prepare, and process work orders.

#### SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

Section 3 – Transportation Services: The SP shall provide a detailed description of how it will accomplish the transportation services outlined in Section C.1.3. Proposals shall describe the activities, processes, and procedures the SP will employ. Specifically, the offeror shall:

Describe past/present performance in providing point-to-point transportation activities to include preparing, securing, receiving, loading, unloading, picking up, shipping, delivering, and inspecting property.

Describe past/present performance in providing regularly scheduled transportation to multiple locations efficiently, timely, with property arriving securely and accurately.

Describe past/present performance of how the SP managed special handling needs associated with tax documents.

Describe how the SP will perform scheduled transportation runs to support the PWS as well as unscheduled pick ups and deliveries and contingency plans to ensure no loss in services in the event of transportation equipment failure.

Describe how the SP will manage processes and procedures to control, track, and report workload.

Describe how the SP will use, manage, maintain, repair and make vehicles available for inspection.

Describe processes, procedures, and the management of work orders to include the description of how the SP will address emergency service requests; how the SP will distribute work orders to SP staff; how the SP will open and close orders; how the SP will address customer questions and issues respecting work orders; and how SP will receive, control, report, track, prepare, and process work orders.

Describe the methods by which transportation schedules can be improved.

**Section 4 – Repair Services:** The SP shall in its proposal provide a detailed description of how it will accomplish the repair services outlined in Section C.1.4. Proposals shall describe the activities, processes, and procedures the SP shall employ.

Describe how the SP will provide timely, efficient, and cost effective repair services including activities related to inspecting and repairing equipment; processing work orders; and tracking and reporting work activities.

Outline SP's processes and procedures for determining the costs of repairs and for making recommendations addressing repairing versus replacing equipment.

Describe past/present performance of how the SP managed repair services.

## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

Describe how SP will manage repair service operations nationwide and contingency plans for meeting workload requirements, especially during peak periods.

Describe processes, procedures, and the management of work orders to include the description of how the SP will address emergency service requests; how the SP will distribute work orders to SP staff; how the SP will open and close orders; how the SP will address customer questions and issues respecting work orders; and how SP will receive, control, report, track, prepare, and process work orders.

**Section 5 – Other Logistics Services:** The SP shall provide a detailed description of how it will accomplish the other logistics services outlined in Section C.1.5. Proposals shall describe the activities, processes, and procedures the SP will employ. Specifically, the offeror shall:

Outline processes and procedures to support other logistics services and how the services shall be provided timely and efficiently to include moving boxes and property from point-to-point; disassembling and reassembling furniture; packing and unpacking; and tracking and reporting activities and workload.

Describe past/present performance in moving furniture and boxes, and disassembling and reassembling furniture safely, securely, accurately, and timely.

Describe how work orders will be managed to provide timely support for moves and special events.

Describe how utility time will be managed, tracked, and reported.

Describe the processes, procedures, and the management of work orders to include the description of how the SP will address emergency service requests; how the SP will distribute work orders to SP staff; how the SP will open and close orders; how the SP will address customer questions and issues respecting work orders; and how SP will receive, control, report, track, prepare, and process work orders.

**Section 6 – Warehouse and Transportation Management System**: The SP shall in its proposal provide a detailed description of the proposed WTMS with specific emphasis on the Government's areas of interest outlined in Section C.1.7. Proposals shall describe the system, data, security, activities, processes, and procedures the SP will employ. Specifically, the offeror shall:

Describe present/past experience in providing an inventory and information system that reports on multiple services nationwide, provides user friendly report capability, real time access, and ease in ability to analyze data.

Describe the proposed system processes and the procedures to be used to manage data nationally and by any combination of sites for warehouse, transportation, repairs, other logistics services, and work order processing operations.

#### SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

Provide a thorough, detailed technical solution to manage system requirements as identified in the PWS to include, but not limited to, system access, operations and maintenance, documentation, security requirements, and data storage, exchange, reports, and disclosure.

Describe the proposed interim system that will capture, tracks, and reports PWS requirements, provides real time access, provides generic reports, and allows report generation capability.

Describe WTMS capabilities and operational procedures that provide efficient use and capabilities to provide real time reports, including ad hoc report generation by any or all data elements, capacity and flexibility to quickly allow changes to system including adding data elements and new standard reports, provide reports in Microsoft products, provide ability for nationwide users to view and generate reports, and provide a flexible, user friendly report system.

#### L.10 MANAGEMENT APPROACH (Volume II, Part 4)

The SP shall provide a detailed management approach that will be followed over the life of the contract. The management approach should contain the following:

Staffing Plan
Quality Control Plan (QCP)
Phase-In Plan
Strike Contingency Plan
Subcontractor Management Plan
Physical Security Plan
Safety Program Plan
Continuity of Operations Plan (COOP)
Government Furnished Property (GFP) Plan

The SP shall provide an overview of the company, its capabilities, management structure, locations, as well as any other information that will highlight the SP's strengths and capabilities to perform this effort. The SP shall also describe the communication channels between the SP and the Government, at the contract-wide and site-specific level.

**Section 1 – Staffing Plan:** The SP shall provide a Staffing Plan that provides insight into the SP's staffing approach to the stated PWS requirements to ensure successful mission performance throughout the life of the contract.

The SP shall provide with their proposal a letter of intent for ALL key personnel and individuals currently not employed by the SP or subcontractors. The letter of intent is a letter from the SP to an individual, offering that individual employment under this contract, and that individual's acceptance of that offer. The letter of intent shall contain at a minimum, hours of work required per day, and the overall period of performance. The letter of intent is not required of the MEO. (Note: Résumés are not to be submitted). In addition, offeror shall:

## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

Describe the extent to which the SP clearly demonstrates an appropriate organizational structure, both at the nationwide and site-specific levels, and adequate work schedules and staffing at each site to accomplish the work described in Section C.

Describe the SP's proposed recruiting and hiring program for staffing the contract with qualified personnel over the life of the contract, and provide examples of previous successful recruiting/staffing efforts of contract(s) of similar magnitude.

Describe proposed key personnel management experience directing personnel responsible for accomplishment of work similar to that described in Section C.

Describe in full detail, the proposed management and staff to the technical and reporting requirements and quality standards of all tasks described in the PWS and describes how staffing requirements shall be managed in light of the Government's changing workload.

Describe the size of the workforce that will be needed to accomplish the requirements of Section C.

Section 2 – Quality Control Plan (QCP): The SP shall submit a QCP for measuring and attaining quality of performance under this contract. The QCP shall explain the manner in which the SP shall ensure all contract requirements are being met and maintained. Specifically, the QCP shall discuss the methodologies for ensuring sustained quality improvement, internal and external quality control approaches for measuring, tracking, analyzing, reporting, and implementing preventive and corrective action for meeting all contract requirements. Specifically, the offeror shall:

Describe methodologies for ensuring satisfactory work quality through a combination of effective work practices, SP employee participation, and appropriate oversight, inspection, and reporting.

Describe a comprehensive plan that reflects all contract requirements.

**Section 3 – Phase-In Plan:** The SP shall submit a Phase-In Plan with its proposal that addresses all the requirements provided in Section C.4.8 in sufficient detail for the Government to determine if the plan satisfactorily prepares the SP for full performance at the completion of the 120 days phase in period without any degradation to service and ensure timely workload processing. The Phase-In Plan shall also address the SP activities to be performed during the onsite observation period. Specifically, the offeror shall:

Describe actions for timely, seamless transition of operations from the current organization to full SP performance without degradation of services and outlines timeline and milestones to affect the transfer.

Provide an outline of the SP's procedures to ensure the appropriate level of Government involvement to support the transition.

## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

Describe approach for minimizing disruption to IRS employees, their respective customers, and other affected Government agencies.

**Section 4 – Strike Contingency Plan:** (Not applicable to the Government MEO.) The SP shall submit a Strike Contingency Plan that describes the steps it will take to mitigate potential impacts on Government operations or the SP's ability to perform work associated with the contract in the event of a work stoppage by SP employees. The plan shall also describe procedures and processes to ensure no degradation of timely workload processing, response to customer inquiries, and receipt of incoming shipments.

**Section 5 – Subcontractor Management Plan:** As part of its proposal the SP shall submit a Subcontractor Management Plan that identifies those contract requirements that will be performed by a subcontractor(s). The plan shall describe processes and techniques that will be used by the SP to manage and oversee the work to be performed by subcontractors, and the quality control over subcontracted work will be achieved. Specifically, the offeror shall:

Describes reasonableness of the requirements and tasks to be subcontracted; how the SP will oversee subcontractor activities; and how the SP will provide quality control over subcontractor work.

Describe (or refer to the description of) the processes, techniques, and tools that will be used for managing any subcontracted product for this project. Include in that description the approaches for defining the work, selecting a subcontractor, developing and negotiating a contract, monitoring the subcontractor, accepting the subcontracted product, and transitioning the subcontracted product into use. Include the life cycle support functions for monitoring supplier quality assurance, monitoring supplier configuration management, verification and validation, joint reviews, problem resolution, and audits.

Describes work and management of contract personnel within the standard flow of the project plan where work being subcontracted is under the management and processes of the project's organization.

**Section 6 – Physical Security Plan:** The SP shall submit a physical security plan that outlines the basic internal process the SP will put in place to ensure the proper control of access to Government property, inventory, keys, and facilities. The plan shall address how security awareness will be provided to employees and maintained over the course of the contract, and describe the SP's processes for obtaining the documentation needed to meet the requirements for "staff-like" access for its employees. The plan shall address the integration with IRS security plans.

**Section 7 – Safety Program Plan:** The SP shall develop and provide an initial Safety Program Plan to be followed during contract execution that delineates the processes and procedures that the SP shall use to prevent accidents and preserve the life and health of SP and Government personnel and the public, and that protects SP and Government work and property. The plan shall address how the SP plans to satisfy relevant IRS and OSHA requirements and how safety

## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

awareness will be maintained over the course of the contract. The SP shall implement a safety program based on the final approved safety plan.

**Section 8 – Continuity of Operations Plan:** The SP shall submit a Continuity of Operations Plan (COOP) that describes the actions that the SP will take to ensure continued operations during and following adverse and emergency situations, or disruptions in normal workload operations. The plan shall describe the comprehensive procedures to manage contingency situations including the delineation of responsibilities between Government and the SP, and the coordination between the Government and the SP.

**Section 9 – Government Furnished Property Plan:** The SP shall submit with its proposal a GFP Plan describing the elements of the SP's property control plan, the intent of which will be to control, protect, repair, preserve, and maintain all Government property. The SP shall supply all vehicles required to accomplish the tasks set forth in this PWS. As part of its proposal, the SP shall identify the types and number of vehicles that will be operated at each facility. As part of its proposal, the SP shall identify which of the optional facilities sited in Section J, Attachment J-6, Technical Exhibit 12, that the SP shall use. In addition, the SP shall identify any and all other facilities the SP proposes to use in support of Section C requirements. In addition, the offeror shall:

Describe comprehensive procedures for the: receipt, operation, tracking, recording, and reporting of GFP; sufficiency of the proposed safeguards against the mishandling and misuse of GFP; management of detailed Government property inventory reports, annual physical inventories, and property shortages and damages.

Describe policies and procedures to address the proper care, use, maintenance, and repair of all GFP.

Describe adequacy of the proposed vehicle fleet, both in terms of the size and number of vehicles proposed to handle the workload and schedules in effect at all work locations.

#### L.11 PRESENT AND PAST PERFORMANCE INFORMATION (Volume III)

Not applicable to the Government MEO.

The SP shall describe its present and past performance directly related to, or similar to Federal, State, and Local Government agency contracts or subcontracts or private contracts and subcontracts it has held within the last six years, and all contracts and subcontracts currently in progress which are of similar scope, magnitude and complexity to that which is detailed in the PWS. The SP shall clearly identify whether the work (present/past performance) by the SP was done as a Prime SP or a sub SP. SP shall describe similar contracts and subcontracts including a detailed explanation demonstrating the similarity of the contracts to the requirements of the PWS.

The SP shall submit information on five of its most recent and relevant completed contracts or subcontracts and another five relevant contracts or subcontracts currently in progress (if

#### SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

appropriate, provide only the present/past performance of the division/affiliate/subsidiary of the SP that will actually perform the work). The SP shall fill out Present and Past Performance worksheet (Section J-4) for each of the ten contracts listed. If a SP does not have sufficient experience to list the required contracts, the SP may include as part of the list, contracts of any sub SP that the SP will use in performance of this contract, contracts of any key personnel that will be involved in this contract, and, if the SP is a combination of firms (for example, a partnership or joint venture), contracts of any companies that make up the SP.

The SP must ensure that for each present and past performance contract reference included in the present and past performance proposal volume, a completed present and past performance survey (Section J-4) must be returned to the CO no later than the proposal due date of January 5, 2005. The complete present and past performance survey shall be submitted directly from the reference to the CO; however, it is the SP's responsibility to assure their references provide surveys on time to the CO.

The Past Performance and Past Performance Surveys will be used to determine SP's ability to accomplish the required tasks and also to assist the CO in determining price realism and reasonableness (FAR15.403-1 to 15.403.5 and FAR 9.1).

Provide Past Performance in the following format and limited to one page for each contract:

Project Title:

**Project Description:** 

Contract Number:

Period of Performance:

Key Personnel Involved:

Government Points of Contract:

Technical POC	Contracting POC
Name	Name
Agency	Agency
Address	Address
Phone	Phone
E-mail	E-mail

#### L.12 PRICE PROPOSAL (Volume IV)

Each hard copy of the offeror's price proposal shall be in a loose-leaf, 3 ring binder. One original and two hard copies of the price proposal shall be provided along with one copy on a CD in Microsoft Excel (2000 version or higher), or Microsoft Word for the text portions of the price proposal.

The Government agency tender shall include the price estimate electronically prepared in the most current COMPARE software version as of the proposal submission date. The MEO shall provide one original and two hard copies of their price proposal. The MEO shall provide any

## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

supplemental pricing data in Microsoft Excel (2000 version or higher) or Microsoft Word for the text portions of the price proposal. Some costs are calculated outside of the COMPARE software and manually entered into the program. To the extent that these costs (e.g., overtime, and other labor premium costs, minor items, travel, and subcontract(s) are proposed, additional spreadsheets prepared and necessary supporting documentation shall be provided to comply with the instructions below and submitted with the MEO's price proposal. The MEO shall submit a copy of its certified Standard Competition Form (SCF) and also the password to access its electronic COMPARE files. If any of the pricing instructions in this Section conflict with the requirements of OMB Circular A-76, those instructions are to be ignored by the MEO.

#### L.12.1 General

These instructions are intended to assist in submitting information other than cost or pricing data that is required to substantiate price reasonableness and cost realism of the proposed price. Certified cost or pricing data is not required but in accordance with FAR 15.403-3, Requiring Information Other Than Cost or Pricing Data, the Contracting Officer may request additional information other than what is provided in the price proposal.

The offeror's price proposal shall be prepared and submitted in accordance with the following requirements. The format and content requirements provided herein apply equally to both the prime SP as well as any subcontractors/team members/consultants. Any inconsistency, whether real or apparent, between promised performance and estimated cost should be explained in the proposal. Any significant inconsistency raises a fundamental issue of the offeror's understanding of the nature and scope of the work required and the ability to perform the contract, and may be grounds for rejection of the proposal. The burden of proof as to the reasonableness and the realism of proposed costs and prices rests with the offeror.

The Price Volume shall be organized as described in the below sub paragraphs.

#### L.12.2.1 Table of Contents

Preface with a Table of Contents which shall specify by page number, the location of information requested in these instructions.

## L.12.2.2 Compliance Matrix (Part 1)

The price proposal shall include a Compliance Matrix, mapping the requirements of Section C to the SP's price proposal. The SP's price proposal shall contain a compliance matrix with the column "INDEX TO PROPOSAL" completed by inserting the identification of the location in the SP's proposal identifying where the SP has addressed the associated solicitation requirement.

#### L.12.2.3 Standard Form 33 and Section B Pricing Tables (Part 2)

a. The SP's price proposal shall consist of a signed SF33, and any other fill-in clauses and provisions and the SP's price proposal. The Government is not required to complete the SF 33.

## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

The SP shall complete the required SF-33 section to include adding the SP's DUNS number in block 15A.

- b. Completed Section B, Supplies or Services and Prices/Costs, shall be included in the price proposal. In addition to including completed Section B tables, schedules shall be included containing the below described information.
- c. The Agency Tender Official (ATO) shall develop and certify the agency cost estimate (the agency's cost proposal) in accordance with Attachment C of the Circular, using the COMPARE costing software in effect at time of submission.

#### L.12.2.4 Summary Descriptions and Narrative (Part 3)

**Section 1:** A summary description of your standard estimating system or methods used in the preparation of the price proposal. The summary description shall cover separately each major cost element, e.g., Direct Materials, Direct Labor, Indirect Labor, Other Direct Costs, General and Administrative and profit. Also, include any cost reductions made in your proposal that are attributed to commonality with other programs, company-funded efforts or capitalization of equipment.

#### **Section 2: Summary Schedules and Supporting Schedules.**

- a. Summary Supporting Schedules by Cost Element. The offeror shall provide summary schedules as described in this Section. The summary cost element breakdowns shall be by major cost element, such as labor, subcontractors, consultants, materials, equipment, other direct costs, general & administrative, profit, etc. The summary of the cost elements and the order of the elements should be consistent with the offeror's general manner of proposal submission for Federal Government proposals. The summaries shall not include the Government provided amounts for the CLINs in Section B.
- (1) Grand Summary Cost Breakdown Schedules. A grand cost breakdown summary shall be provided for the Phase-in and all other contract periods as identified in the CLINs in Section B. The breakdown shall be by major cost element and must be consistent with the individual contract period summaries. This grand summary shall include all costs.
- (2) Phase-In Cost Breakdown Summary Schedule. A summary breakdown schedule by major cost element shall be provided.
- (3) Base and Option Period Cost Breakdown Summary Schedules. The base period and each option period shall have a separate cost breakdown summary schedule.
- b. Summary Supporting Schedules for Labor. The offeror shall provide summary schedules for labor as described in this Section.
- (1) Summary Schedule (or Matrix) of Labor Categories and Hours. A summary schedule, or matrix, of all estimated labor, by labor category, for all periods, including the phase-in period, shall be provided. The summary shall be broken down by labor category and the total estimated labor hours for each category shall be provided by period and by grand total.
- (2) Summary Schedule, or Matrix, of Fully Loaded Labor Rates. A schedule, or matrix, of fully loaded labor rates for all labor categories shall be provided. These rates shall include all labor, including managerial, SCA covered, temporary, etc.

## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

- (3) Summary Schedule, or Matrix, of SCA Base Labor Rates. A summary of base labor rates by labor category and location for all SCA covered labor shall be provided.
- (4) Summary Schedule of Labor Loading Factors. A summary schedule of loading factors, including profit, must be furnished for all labor categories. Loading factors include items such as payroll taxes, fringe benefits, overhead, etc. An explanation of the method of application of the loading factors shall be included.
- (5) Subcontractor Summary Matrix. The offeror shall submit a subcontractor summary matrix that identifies the following: Name, phone number, address, point-of-contact, DUNs number, estimated amount of subcontract, and anticipated type of subcontract. Also, the subcontractor's DCAA point-of-contact, phone number, and address shall be included. In addition, the subcontractor matrix shall indicate if the subcontractor's accounting system has been audited and approved by DCAA.
- c. Summary Supporting Schedules for Other Direct Costs. Provide a summary by type and amount of all other costs not identified above.

#### L.12.2.5 Pricing Information and Supporting Data (Part 4)

The price proposal shall contain a detailed breakdown of all costs. The price proposal shall contain a complete and traceable description of all costs. A detailed description of the basis of the costs shall be described and supporting data for the proposed costs provided and/or described as appropriate to support price reasonableness and cost realism. The price proposal shall include subtotals and totals for costs within a contract period when applicable and for each contract period. Additional cost schedules should be provided as necessary and as determined by the offeror to meet the pricing requirements described in these pricing notes and to provide the necessary information and support for the offeror's price proposal. A detailed breakdown and description of the Phase-in costs shall be provided separately and shall not be included in the schedules described below.

A schedule of labor rates for each Logistics Support Services location broken down by labor category, base unloaded labor rate, and each individual loading factor including profit/fee if profit/fee is included in the labor rates and is not applied to total labor or total cost. Individual fringe benefits required by the Department of Labor Wage Determinations for each proposed Service Contract Act (SCA) labor rate shall be identified for verification by the Government of compliance with the SCA and Wage Determinations. Total fully loaded labor rates should also be identified in the schedule. Proposed SCA labor rates shall be identified to the Wage Determination labor categories and labor rates that the proposed SCA labor rates are based on.

A comprehensive, detailed cost schedule shall be provided for each individual Logistics Services location for the base period and each contract year. The schedule should contain summarized costs by specific PWS Logistics Support requirement level, i.e., Warehousing Costs, Transportation Costs, Appliance repair and Other Tasks. The schedule should contain labor cost, cost for equipment, cost for supplies, any applicable loading factors, and other costs properly identified proposed for a Logistics Services Location. There should be subtotals by cost element grouping and there should be grand totals. The extent of additional data/costs included in this schedule beyond that described is deferred to the offeror.

## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

A comprehensive detail cost schedule should be provided to support the Warehouse and Transportation Management Systems (WTMS) to track items received by, stored in, and shipped from the Warehouse in accordance with PWS. Provide supporting documentation to support material costs, labor cost and other expenses to establish and maintain the WTMS.

The supporting data submitted must be the data used by the offeror for pricing and that firmly and fully supports price reasonableness and cost realism of the offeror's proposed costs and prices.

a. Labor Rates. The base, unloaded labor rate and each individual loading factor should be separately identified. Provide supporting rationale and methodology used for labor rate development. Attach supporting data for the labor rates. Include documentation from DCAA or other cognizant Government audit office if proposed labor rates are approved forward pricing rates. Provide copies of payroll records, acceptance letters with agreed-to salaries for contingent hires, historical labor rate data, or other supporting data as appropriate. A narrative justification of the realism of labor rates should be provided if necessary.

Available DCAA documentation must be provided to support rates, as applicable. If any categories are covered by a DCAA Forward Pricing Rate Agreement (FPRA), the applicable categories and FPRA rates shall be provided. Executive, or similar categories, may be excluded from this schedule, unless covered by a DCAA rate agreement.

Employees may be exempt from the SCA if they are employed in a bona fide executive, administrative, or professional capacity as those terms are defined in 29 C.F.R. Part 541 and FAR 22.1001. Offerors shall identify whether each staffing position is exempt or non-exempt categories. Even though the MEO in-house personnel are not subject to the Service Contract Act, its personnel are subject to the Fair Labor Standards Act which provides for similar labor classifications of exempt and non-exempt employees and escalation.

- b. Department of Labor (DOL) Wage Determinations. Because this procurement is for services, it is subject to the Service Contract Act of 1965 (SCA), 41 U.S.C. 351-358 (2001). Pursuant to this Act and the implementing provisions of the Federal Acquisition Regulation (FAR), the Contracting Officer has notified the Department of Labor (DOL) of the agency's intent to award a service contract and of the list of all the classes of workers the SP is expected to employ. Based upon this information DOL on-line subscriber wage determinations have been be added to this RFP as Section J attachments. Employees may be exempt from the SCA if they are employed in a bona fide executive, administrative, or professional capacity as those terms are defined in 29 C.F.R. Part 541 and FAR 22.1001. SPs shall identify whether each staffing position is exempt or non-exempt and the level and title of the labor category for non-exempt categories.
- c. Escalation for SCA Labor. Do not escalate or provide any contingencies for those labor classifications that are subject to the SCA per FAR 52.222-41. See FAR 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Options Contracts) for allowances and adjustments to the SCA labor rates. Identify in your price proposal which labor classifications will fall under the SCA. Only escalate the exempt rates for the option years. The General schedule (GS) salary table is in effect for the calendar year while the Federal Wage System (FWS) pay table is effective for twelve months beginning in any month of the year. Inflation factors are to be applied on the anniversary date of the Wage Determination in question. While for GS employees this means that the inflation factors are

## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

applied in January of each year (because GS pay schedules are adjusted in January); for FWS employees the inflation factors are applied on the anniversary of the FWS Wage Determination.

- d. Escalation for Other Labor and Other Costs. Address all escalation rates used to prepare the price proposal broken out by year and cost element category.
- e. Burden and Indirect Rates. Provide a table identifying all proposed burden and indirect rates and associated cost centers. Identify the fiscal year-end date. If the rates are blended rates, also show the proposed rates by SP fiscal year. Provide supporting documentation from the cognizant Government audit agency if the indirect rates are approved forward pricing rates, or from the Administrative Contracting Officer if appropriate. Otherwise, provide supporting rationale and methodology used for indirect rate development. Provide historical rates for the most recently completed fiscal year and the two previous fiscal periods if available. Provide budgetary data if budgetary data was used in computing the rates. Show the composition of each burden and indirect expense pool proposed. List the elements of each pool, amount of each element, base, rate and include any other supporting data which supports the computation of the rates and the realism of the rates. Identify the cognizant Government audit office, the name of a contact if known, and telephone number. Offerors must support the realism of newly formulated burden and indirect rates.
- f. Subcontractors and Consultants. Include a listing of subcontractors. Provide a breakdown of work to be performed by sub Service Providers by task, number of hours and cost. The proposal shall include subcontract cost data in the same level of detail as provided for the offeror. Subcontracting costs shall be supported. It is the responsibility of the prime SP and higher-tier subcontractor (if applicable) to review and evaluate the reasonableness and realism of subcontract cost data and furnish the results of such review and evaluation to the government as part of the offeror's price proposal. Include these analyses as part of your own price proposal submissions including data other than cost or pricing data submitted by subcontractors for dollar amounts that are material dollar amounts. Subcontractors not willing to submit data to the prime SP may submit this data directly to the Government, or the data may be submitted to the prime SP in a sealed envelope to forward to the Government. Provide data showing the degree of competition and the basis for establishing the source and reasonableness of price for those acquisitions priced on the basis of adequate price competition. If applicable, provide a detailed listing of consultants and rationale for selection. Identify the corresponding labor category for each proposed consultant. Include your analysis that establishes the reasonableness of the proposed hourly rates for consultants.
- g. Equipment and Materials. Provide a consolidated priced summary of individual quantities proposed and the basis for pricing (vendor quotes, invoice prices, etc.). For all items proposed, identify the item and show the source, quantity, and price. Provide data showing the degree of competition and the basis for establishing the source and reasonableness of price for those acquisitions priced on the basis of adequate price competition. Provide information showing the reasonableness of the material costs for each CLIN. Identify the major material items and quantities required and the proposed unit prices.
- h. Government-Furnished Property. Utilities for Government Furnished Facilities shall be provided to all SPs (MEO and Private Sector SPs).

## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

- i. Common Costs. Common costs include Government Furnished Property (GFP), joint inventories, and security clearances.
- j. All Other Costs. Identify the type and amount of all other costs not identified above. Provide data showing the basis for establishing source and reasonableness of price. Provide a summary of your cost or price analysis. Provide information for other items such as GFP/GFE, long lead costs, inflation rate summary and explanation. Address all escalation rates used to prepare the price proposal broken out by year and functional category. Include copies of subcontractor quotations, or other documentation used to estimate the ODCs.

## L.12.2.6 Certified Financial Statements (Part 5)

Not applicable to the Government MEO.

For financial capability determination and pursuant to FAR 9.1, the offeror shall submit as part of its price proposal, its certified financial statements for the two prior fiscal years and the current year-to-date statements. If the offeror is a partnership or joint venture, each of the companies that make-up the offeror shall submit its certified financial statements for the two prior fiscal years and the current year-to-date statements. The financial statements shall include, at a minimum, Balance Sheet, Income Statement, Statement of Cash Flows, and related explanatory notes. If the offeror does not have certified financial statements, compiled or reviewed statements shall be submitted. Additionally, each offeror shall provide sources of capital, e.g., lines of credit, corporate capital infusion etc. Detail information should be submitted on lines of credit to include the name of the financial institution, total amount, amount outstanding, and name and telephone number of a contact at the financial institution.

#### L.13 LABOR ESCALATION

Offerors shall submit supporting rationale for the escalation applied or not applied to prices in the option years.

#### L.14 ALTERNATE PROPOSALS

OFFERORS ARE CAUTIONED AND WARNED THAT NEITHER ALTERNATE NOR MULTIPLE PROPOSALS WILL BE ACCEPTED OR EVALUATED.

Each Offeror may submit only one technical and Price proposal.

Offerors should submit the proposal which sets forth their "best approach" to meet the requirements of the solicitation. The Government will not accept alternate proposals; submission of any alternate proposal will result in the Offeror being eliminated from further award consideration.

## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

#### L.15 RIGHT OF FIRST REFUSAL OF EMPLOYMENT

Not applicable to the Government MEO.

If a contractor is selected as the SP, in accordance with FAR 52.207-3, Right of First Refusal of Employment, the SP shall give Government employees who have been or will be adversely affected or separated as a result of award of this contract the right of first refusal for employment openings under the contract for positions for which they are qualified, if that employment is consistent with post-Government employment conflict of interest standards. The SP shall make maximum use of affected Government Employees in accordance with FAR 15.207-3. For the purposes of FAR 52.207-3, an employment opening created by the award of the contract is any non-supervisory or non-management position.

## L.16 INQUIRIES/QUESTIONS REGARDING THIS SOLICITATION

All communications (e.g., inquiries and questions) concerning the solicitation, including any of a technical nature, must be made through the Contracting Officer. Correspondence, including written questions, should be directed to the address shown in Block 7 of the Standard Form, "Solicitation, Offer and Award."

As soon as an Offeror is aware of any problems or ambiguities in interpreting the specifications, terms or conditions, instructions or evaluation criteria of this solicitation, the Contracting Officer identified in Section L, Service of Protest, shall be notified. Any objection to the RFP requirements must be communicated prior to delivery of a proposal.

Only electronic submission of questions and comments will be accepted. They shall be submitted via the Internet site specified above. Please refer to the specific text of the RFP in the following format:

Subject:	RFP No.	TIRNO-05	5-R-00001, I	LOGIST	ICS SERVICI	$\Xi S$
Reference	e: RFP S	ection,	Paragraph(	s),	Page(s)	

The Government will not provide any information concerning questions in response to telephone calls from Offerors. All requests will be answered electronically and provided to all Offerors at the Internet site. The formal RFP and related documents will be available electronically 24 hours a day via the Internet site referenced above.

Questions shall be e-mailed to, "\*Logistics\_Support@irs.gov" to the attention of Pamela T. Lee, Contracting Officer. Or, messages may be sent directly to: Pamela.T.Lee@irs.gov . The correspondent shall identify the name of the point of contact and title, company name, address, and telephone number. The Government is not obligated to respond to any questions if this information is not provided. In order to ensure a timely response, questions should be received by the Contracting Officer as follows:

(a) Requests for RFP clarification, to be addressed at the Industry Day, are due by 4:00 P.M. EST on Tuesday, October 11, 2005.

## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

- (b) Any additional questions resulting from the Industry day are due by 2:00 P.M. EST on October 30, 2005.
- (c) Questions resulting from the site visits are due by 2:00 P.M. EST on November 30, 2005.

After these specified dates, the Government will make every effort, but cannot guarantee that questions submitted will be answered before the RFP closing date. The Government reserves the right not to provide an answer for any RFC received after the dates stated above. If, however, in the Government's opinion, the RFC cites an issue of significant importance, the Government may provide written responses to all Offerors and Tenders.

#### L.17 TECHNICAL LIBRARY

All Technical Library publications and material relating to this acquisition are presently available electronically for examination on the IRS web site <a href="http://www.irs.gov/opportunities/procurement/index.html">http://www.irs.gov/opportunities/procurement/index.html</a> and <a href="https://www.fedteds.gov">https://www.fedteds.gov</a>.

#### L.18 INDUSTRY DAY

(a) A conference for all prospective SPs will be held at the New Carrollton Federal Building, auditorium, 5000 Ellin Road, Lanham, MD 20706, Tuesday, October 18, 2005 from 9:00 A.M. to 4:00 P.M. local-time. For directions to the Logistics Support Site see IRS web site http://www.irs.gov/opportunities/procurement/index.html under business opportunities Logistics Support.

All prospective SPs are urged to attend this conference. To make the conference as productive as possible, SPs are requested to submit questions pertaining to this procurement by 4:00 P.M. local time on Tuesday, October 11, 2005 in writing or by e-mail to:

Pamela T. Lee (e-mail address: "\*Logistics\_Support@irs.gov") IRS Procurement (OS: A: P: C: B)
Constellation Center
6009 Oxon Hill Road
Oxon Hill, MD 20745

- (b) Failure of a prospective SP to submit questions or to attend the conference will be construed to mean the SP fully understands all the requirements of the solicitation. In no event will failure to attend the Industry Day constitute grounds for a claim after award of the contract.
- (c) Remarks and explanations made at this conference shall not qualify the terms and conditions of the solicitation, nor are they to be construed as changes to the solicitation or specifications. Changes to the terms and conditions, if any, shall be made in the form of a formal written amendment to the solicitation. Questions and answers from the conference will be provided to all potential SPs for informational purposes only and shall be posted to IRS web site <a href="http://www.irs.gov/opportunities/procurement/index.html">http://www.irs.gov/opportunities/procurement/index.html</a>.

#### SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

(d) In accordance with the IRS web site posting of September 30, 2005, the SP shall register at e-mail address, "\*Logistics\_Support@irs.gov" by (Tuesday, October 11, 2005) with the full name(s), and organization of the SP's representative(s) who will attend the conference. The SP representatives upon arrival at the site shall possess a current and valid photo identification or shall be denied access. Any SP representative showing up without the proper notification listed above shall be denied access for the conference/industry day due to security reasons. No computer equipment or camera equipment is permitted. Registration is required due to the limited conference room capacity of the facilities. Early registration will assist the Government in determining the size of the audience.

#### L.19 FAR 52.237-1 SITE VISIT (APR 1984)

Offerors or companies quotes are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of provision)

#### L.20 FURTHER SITE VISIT INSTRUCTIONS

The site visit schedule is provided below. To arrange attendance for the site visit, e-mail Ms. Pamela Lee (Pamela.T.Lee@irs.gov) and identify the names of the attendees. The cut-off for registration is 2:00 P.M. EST (October 19, 2005).

Andover Campus, Andover, MA

Date: November 9, 2005 Time: 9:00 a.m.

Fresno Campus, 5045 E. Butler Ave., Fresno, CA Date: November 1, 2005 Time: 9:00 a.m.

Ogden Campus, 1160 W 1200 S, Ogden, UT Date: November 3, 2005 Time: 9:00 a.m.

NOTE: Offerors are responsible for their own transportation to and from the IRS sites.

#### SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

## L.21 FAR 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Offeror and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a pre-award compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Offeror and subcontractors to be in compliance with Executive Order 11246.

(End of provision)

#### **L.22 FAR 52.233-2 SERVICE OF PROTEST (AUG 1996)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Pamela T. Lee IRS Procurement (OS: A: P: C: B) Constellation Center 6009 Oxon Hill Road Oxon Hill, MD 20745

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

## L.23 FAR 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.
- (b) The use in this solicitation of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Provision)

#### SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

#### L.24 DTAR 1052.219-71 SUBCONTRACTING PLAN (MAR 2002)

Not applicable to the Government MEO.

As part of its initial proposal, each large business shall submit a subcontracting plan, as prescribed in FAR 52.219-9. Use of the subcontracting plan outline contained in Section J of this solicitation is optional; however, plans must contain all elements included in the outline.

(End of Provision)

## L.25 COMPETITIVE RANGE

- (a) The Government intends to award without discussions. If the Government decides that discussions are in the best interest of the Government, the Contracting Officer will establish a competitive range.
- (b) After the establishment of the competitive range, each prospective SP remaining in the competitive range shall receive decision letters or evaluation notices (ENs) and will be scheduled for either written or oral discussions. After discussions are held, revised technical proposals will be requested.

#### L.26 PROPOSALS NOT SELECTED

Non-selection of any proposal will mean that another acceptable proposal(s) was/were deemed to be more advantageous to the Government, or that no proposal was accepted. Offerors whose proposals are not accepted will be so notified. Unsuccessful Offerors may request a debriefing concerning the perceived strengths, weaknesses, and deficiencies of their proposal relative to the Government expectations.

After a selection and contract award(s), unsuccessful proposals will be disposed of as follows: the Contracting Officer will retain one copy of each proposal and the remainder will be destroyed. Destruction certification will not be furnished.

### L.27 WAGE DETERMINATION (IAW FAR 22.1012-1)

- a. Upon receipt of applicable Service Contract Act Wage Determinations from Department of Labor, Wage and Hour Division, an amendment will be issued incorporating the wage determinations in to the solicitation and any resultant contract.
- b. Contractors intending to perform at other than Government-furnished facilities, shall provide written notification of the intended places of performance to Contracting Officer, Pamela T. Lee, OS:A:P:C:B; 6009 Oxon Hill Road, 7th Floor; Oxon Hill, MD 20745 no later than 45 days following the release of this solicitation so the applicable wage determination(s) can be obtained.

#### SECTION M—EVALUATION FACTORS FOR AWARD

#### M.1 BASIS FOR AWARD

This procurement is being conducted using formal source selection procedures as part of an Office of Management and Budget Circular A-76 public-private competition, and is being conducted on a Low-Price Technically Acceptable (LPTA) basis. Award will be made on the basis of the lowest evaluated price of proposals meeting the acceptability standards for the noncost factors.

- (a) The Government intends to evaluate proposals and tenders and award a contract, letter of obligation or fee for service without discussions. Therefore, each initial offer or tender should contain the PROSPECTIVE SP's best terms from a cost or price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary.
- (b) During the source selection process, the Contracting Officer (CO) will open and evaluate all offerors and tenders to determine technical acceptability. The performance decision shall be based on the lowest cost of all offers and tenders determined to be technically acceptable. In accordance with the Circular, the lowest contract price or public reimbursable cost will be entered on the Standard Competition Form (SCF) Line 7 to complete the SCF calculations to determine the low-cost provider.
- (c) Each technical proposal will be evaluated qualitatively and categorized as Acceptable or Unacceptable in relation to the evaluation factors and sub-factors set forth in this RFP. A finding of unacceptable in one technical factor shall result in the entire technical proposal being found to be unacceptable.
- (d) The Present and Past Performance factor will be evaluated qualitatively and categorized as Neutral, Acceptable, or Unacceptable as set forth in Section M.5 entitled "Evaluation of Present and Past Performance." An overall finding of unacceptable for present and past performance shall result in the entire proposal being found to be unacceptable.

#### M.2 AWARD--SINGLE AWARD FOR ALL ITEMS

Due to the interrelationship of supplies and/or services to be provided hereunder, the Government reserves the right to make a single award to the PROSPECTIVE SP whose offer or tender is considered in the best interest of the Government, price, and other factors considered. Therefore, offerors proposing less than the entire effort specified herein shall be determined to be unacceptable and not considered for award.

#### M.3 TECHNICAL PROPOSAL EVALUATION

Each technical proposal will be evaluated as acceptable or unacceptable. The evaluation of each factor and sub-factor will consider completeness and clarity, compliance with the solicitation, and the probability that the approach will be successful as proposed. Evaluation of the Technical

#### SECTION M—EVALUATION FACTORS FOR AWARD

Proposal will be a subjective assessment based on a consideration of all relevant facts and circumstances. It will not be based on absolute standards of what is considered acceptable. The Government is seeking to determine if the offeror demonstrates a thorough understanding of the scope and complexity of the work and the need to protect government property, employees, and the public's trust. This is a matter of judgment. Pursuant to FAR 52.215-1(f) (4), award of contract, letter of obligation to the MEO, or fee for service to a public reimbursable, is expected to be made based on the offerors' initial proposal; however, the Government reserves the right to conduct discussions if the CO later determines them to be necessary. If a competitive range is conducted, offerors included in the competitive range will be given an opportunity to address deficiencies in their proposal. The offeror's response, or lack thereof, will be taken into consideration in the final evaluation.

The technical evaluation will be based on two factors: technical approach and management approach. The Government will evaluate the offeror's approaches for effectively planning, controlling, directing, and accomplishing services under this contract. An unacceptable rating for any factor or sub factor will render the entire proposal unacceptable.

#### **Factor 1: Technical Approach**

The prospective SP shall demonstrate full understanding and capability to provide all of the technical requirements. The prospective SP shall include discussion and provide examples of present and past experience directly related to PWS requirements concerning warehouse services, transportation services, repair services, other logistics services, and a warehouse and transportation management system.

The following six sub-factors will be used to evaluate the prospective SP's Technical Approach:

- Overall Technical Approach
- Warehouse Services
- Transportation Services
- Repair Services
- Other Logistics Services
- Warehouse and Transportation Management System

**Sub-factor 1 –Overall Technical Approach:** This sub-factor will be evaluated based on the extent the prospective SP demonstrates knowledge, innovative approaches, and present/past experience that supports delivery of dependable, sustainable services to meet PWS requirements, specifically scope, complexity of operations, and overall workload requirements as described in Section C.1.1.

**Sub-factor 2 – Warehouse Services:** This sub-factor will be evaluated based on the extent the prospective SP satisfactorily describes its ability to meet all of the requirements outlined in Section C.1.2, Section C.1.6, and Section J, Attachment J-6, TE 2, TE 3, TE 4, and TE 9 of the solicitation. In addition, this sub-factor will be evaluated based on the extent the prospective SP

#### SECTION M—EVALUATION FACTORS FOR AWARD

describes the knowledge of the requirements, the quality of performance, and present/past experience managing and maintaining multiple warehouse operations and loading docks, responding to and managing work orders, and tracking workload as defined in Section C.1.2, Section C.1.6, and Section J, Attachment J-6, TE 2, TE 3, TE 4, and TE 9.

**Sub-factor 3** – **Transportation Services:** This sub-factor will be evaluated based on the extent the prospective SP satisfactorily describes its ability to meet all of the requirements outlined in Section C.1.3, Section C.1.6, and Section J, Attachment J-6, TE 5, TE 6, and TE 9. Also, the methods by which transportation schedules can be improved will be considered. In addition, this sub-factor will be evaluated on the extent the prospective SP demonstrates knowledge and ability to maintain dependable transportation activities, and present/past experience providing point-to-point transportation activities, scheduled and unscheduled pick up and deliveries, special handling of tax documents, timely response to work orders, accurate tracking of workload, and management of vehicle fleet as defined in Section C.1.3, Section C.1.6, and Section J, Attachment J-6, TE 5, TE 6, and TE 9.

**Sub-factor 4** – **Repair Services:** This sub-factor will be evaluated based on the extent the prospective SP satisfactorily describes its ability to meet all of the requirements outlined in Section C.1.4, Section C.1.6, and Section J, Attachment J-6, TE 7, TE 8, and TE 9. In addition, this sub-factor will be evaluated based on the extent the prospective SP demonstrates use of a comprehensive approach to managing repairs of property, timely response to completing work orders, ability to quickly complete emergency service requirements, and present/past experience to effectively provide the proper stewardship of Government property as defined in Section C.1.4, Section C.1.6, and Section J, Attachment J-6, TE 7, TE 8, and TE 9.

**Sub-factor 5 – Other Logistics Services:** This sub-factor will be evaluated based on the extent the prospective SP satisfactorily describes its ability to meet all of the requirements outlined in Section C.1.5, Section C.1.6, and Section J, Attachment J-6, TE 7, TE 8, and TE 9. In addition, this sub-factor will be evaluated on the extent the prospective SP demonstrates knowledge, use of best practices, and present/past experience in providing other logistics services such as box moves and property moves and respond to and manage work orders as described in Section C.1.5, Section C.1.6, and Section J, Attachment J-6, TE 7, TE 8, and TE 9.

**Sub-factor 6 – Warehouse and Transportation Management System:** This sub-factor will be evaluated based on the extent the prospective SP satisfactorily describes its ability to meet all of the requirements outlined in Section C.1.6, Section C.1.7, and Section J, Attachment, J-6, TE 9 and TE 10. In addition, this sub-factor will be evaluated based on the extent the prospective SP demonstrates knowledge of the requirements and present/past experience in providing an inventory and information management system, and real time standard and ad-hoc reports based on PWS workload and as described in Section C.1.6, Section C.1.7, and Section J, Attachment J-6, TE 9 and TE 10.

#### SECTION M—EVALUATION FACTORS FOR AWARD

#### **Factor 2: Management Approach**

The Management Plan describes the prospective SP's approach for structuring and staffing key and non-key personnel to effectively accomplish the work as described in the PWS. The Government will evaluate the prospective SP's approach for effectively planning, controlling, directing, and accomplishing the services under this solicitation. The following sub-factor will be used to evaluate the prospective SP's Management Approach:

**Management Plans:** The prospective SP will be evaluated based on the following plans:

1. **Staffing Plan:** This sub-factor will evaluate the prospective SP's staffing plan based on the extent to which the prospective SP demonstrates the ability to provide an appropriate organization structure; control, coordinate, and direct prospective SP resources, in house, and sub contractors; to meet peak workload requirements, and knowledge of labor market to fulfill the performance requirements in Section C; a comprehensive approach to recruit, hire, train, retain and replace competent resources capable of performing the services required over the life of this contract; for private sector firms only, use of existing federal employee work force (Right of First Refusal) and an alternate procedure if federal employees have accepted other positions.

The sub-factor will also evaluate the prospective SP's staffing plan to ensure it provides a comprehensive staffing matrix by skill type indicating the total FTEs estimated to meet the contract requirements, the current personnel available to meet these needs (i.e. currently on the payroll or under contract), prospective SP expected number of Government employees accepting positions, and the estimated number of external hires required to cover the difference.

- 2. **Quality Control Plan (QCP):** This sub-factor will evaluate the QCP relative to the degree in which the prospective SP can demonstrate the methodologies for ensuring sustained quality improvement. The QCP will be evaluated based on the extent the prospective SP describes its ability to provide satisfactory internal and external quality control approaches for measuring, tracking, analyzing, reporting, and implementing preventive and corrective actions for accomplishment of all contract requirements.
- 3. **Phase-In Plan:** This sub-factor will evaluate prospective SP's proposal for a comprehensive Phase-In Plan, to satisfactorily describe the activities to occur during the phase-in on-site observation period. The plan will be evaluated for the prospective SP's ability to satisfactorily describe all required actions for timely, seamless transition of operations from the current organization to full prospective SP performance within 120 calendar days after the performance decision without degradation of services, and provide a timeline and milestones that affect the transfer. The plan should satisfactorily explain the prospective SP's approach for minimizing disruption to IRS employees, their respective customers, and other affected Government agencies. The plan shall also describe in sufficient detail the procedures the prospective SP will use to ensure the appropriate level of Government involvement to support the transition.

#### SECTION M—EVALUATION FACTORS FOR AWARD

- 4. **Strike Contingency Plan:** (This sub-factor is not applicable to the Government MEO.) This sub-factor will evaluate the Strike Contingency Plan based on the extent the prospective SP satisfactorily explains and provides the government with an acceptable understanding of the mitigation activities to be taken to ensure the continuance of services if there is a work stoppage due to activities such a strike.
- 5. **Subcontractor Management Plan:** This sub-factor will evaluate the prospective SP's Subcontractor Management Plan based on the extent the plan identifies those contract requirements that will be performed by a subcontractor(s), satisfactorily describes how the prospective SP will manage and oversee the work to be performed by subcontractors, and how quality control over subcontracted work will be achieved, and present/past experience of the prospective SP in attaining goals for small business participation to support the IRS goals.
- 6. **Physical Security Plan:** This sub-factor will evaluate the prospective SP's Physical Security Plan based on the extent that the plan provides sufficient detail that outlines the internal process the SP will put in place to ensure proper control of access to Government property, inventory, keys, and facilities; adequately describes how security awareness will be provided to employees and maintained over the course of the contract; satisfactorily describe the SP's processes for obtaining documentation needed to meet the requirements for "staff-like" access for its employees; and the cohesiveness of integrating IRS security plan with the SP's plan.
- 7. **Safety Program Plan:** This sub-factor will evaluate the prospective SP's Safety Program Plan to the extent that the plan provides sufficient detail that provides the government with an understanding of the SP's processes and procedures to be used for the prevention of accidents and preservation of life and health of personnel (SP & Government). The plan will be also be evaluated for its ability to satisfactorily address how the SP plans to met the relevant IRS and OSHA requirements.
- 8. **Continuity of Operations Plan:** This sub-factor will evaluate this plan based on the extent the prospective SP satisfactorily addresses the procedures to be used to manage contingency situations and identifies requirements for effective coordination between the Government and the SP. In addition, this sub-factor will evaluate this plan based on the extent it satisfactorily addresses slowdowns or major surges in work requirements, special events, coordination of requirements, and adverse and emergency situations.
- 9. **Government Furnished Property Plan (GFP):** This sub-factor will evaluate the prospective SP's plan to account for, manage, control and replace GFP. Specifically, the plan will be addressed for the prospective SP's ability to satisfactorily address how the prospective SP will accomplish the Government Property Inventory Report, the Annual Physical Inventory and Property Shortages and reporting of damages to GFP as described in the PWS. The Government will also evaluate the adequacy of the proposed vehicle fleet (size and number of vehicles) to be used in fulfilling the workload and schedule requirements at all locations. In addition, this subfactor will evaluate the SP's plan for the use of or an alternative to the optional facilities sited in Section J, Attachment J-6, and TE 12.

#### SECTION M—EVALUATION FACTORS FOR AWARD

#### M.4 RATINGS

Listed are the ratings that shall be assigned to rate all factors and sub-factors (except present and past information described in M.5). During the evaluation of each proposal, the Government shall assign each factor and sub-factor a rating of acceptable or unacceptable. A narrative evaluation reflecting the strength, weaknesses, and deficiencies will be prepared for each factor and sub-factor.

Acceptable "A" Meets all solicitation requirements. Complete, comprehensive, and exemplifies an understanding of the scope and depth of the task requirements as well as the prospective SP's understanding of the Government's requirements.

Unacceptable "U" Technical proposal has deficiencies or is marginal (does not clearly meet some specified performance or capability requirements necessary for acceptable contract performance) and/or gross omissions or failures. Failure to understand the scope of work necessary to perform the required tasks; failure to provide a reasonable, logical approach to fulfilling the Government's requirements; failure to meet personnel requirements of the solicitation.

#### M.5 EVALUATION OF PRESENT AND PAST PERFORMANCE

This factor is not applicable to the Government MEO.

- (a) The Government will evaluate the quality of the prospective SP's present and past performance, and assign an appropriate rating. This evaluation is separate and distinct from the Contracting Officer's responsibility determination. The assessment of the prospective SP's present and past performance submitted pursuant to Attachment J-4 entitled "Present and Past Performance Information" will be used to evaluate the relative capability of the prospective SP and other competitors to successfully meet the requirements of the RFP. Present and past performance of significant and/or critical subcontractors will be considered to the extent warranted by the subcontractor's involvement in the proposed effort. Present and past performance of "key personnel," if any, shall not be considered.
- (b) The Government reserves the right to obtain information for use in the evaluation of present and past performance from any other Government data base(s) and all sources, including sources outside of the Government, and the information gathered shall be used during the evaluation. Prospective SPs lacking relevant present and past performance history will receive a neutral rating for past performance. The prospective SP must provide the information requested in Section L for present and past performance evaluation or affirmatively state that it possesses no relevant directly related or similar present and past performance experience. The Government reserves the right not to evaluate or consider for award the entire proposal from a prospective SP which fails to provide the present and past performance information or which fails to assert that it has no directly related or similar present and past performance experience.

#### SECTION M—EVALUATION FACTORS FOR AWARD

(c) The Government will use the following definitions as guidelines in evaluating present and past performance. An unacceptable for any factor or sub factor will render the entire proposal unacceptable.

Neutral: "N" No relevant present and past performance available for evaluation. Prospective SP has asserted that it has no directly related or similar present and past performance experience. Present and past performance is neither rated favorable or unfavorable and will be considered technically acceptable.

Acceptable: "A" Some potential risk anticipated with delivery of quality product, on time, and of degradation or lack of customer satisfaction (or cost growth if applicable) based upon the prospective SP's present and past performance.

Unacceptable: "U" Significant potential risk anticipated with delivery of quality product, on time, and of degradation of performance based upon the prospective SP's present and past performance.

#### M.6 PRICE EVALUATION

For award purposes, the Government will use the offeror's proposed price for purposes of evaluation and to determine the low cost offeror. The total proposed amount of each offer will be the sum of the offeror's proposed price for the phase-in period and for the basic and option periods. The purpose of the price evaluation is to determine the realism and adequacy of the offeror's proposed price in relation to the solicitation and the offeror's technical proposal, and to provide an assessment of the overall reasonableness of the proposed price.

Cost Realism: The proposed price shall be evaluated to determine if the price is realistic for the work to be performed, reflects a clear understanding of the requirements, and is consistent with the offeror's technical proposal.

Price Reasonableness: The cost or price evaluation of an offeror's price will be conducted in accordance with FAR 15.305(a) (1). Reasonableness of an offeror's price may be evaluated through price and/or cost analysis techniques as described in FAR 15.404-1.

In evaluating the agency and public reimbursable cost estimates the Government will verify that cost estimates are calculated in accordance the OMB Circular No. A-76, Attachment C; are based on the standard cost factors in effect on the performance decision date; and, use the version of the COMPARE costing software that is in effect on the performance decision date. In addition, this standard competition shall include the conversion differential prescribed in the Circular.

#### SECTION M—EVALUATION FACTORS FOR AWARD

#### M.7 SMALL AND DISADVANTAGED BUSINESS PARTICIPATION PLAN

This factor is not applicable to the Government MEO.

This plan will be evaluated to determine whether the prospective service provider meets or exceeds the IRS and Treasury specified goals for small, HUBZone, small-disadvantaged, small woman-owned, and small service-disabled veteran-owned businesses on this contract effort. Evaluation includes consideration of the prospective SP's most recent SF 294 and SF 295 subcontract reports.

#### M.8 EVALUATION OF OPTIONS

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement and phase-in period price. Evaluation of options will not obligate the Government to exercise the options.